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17 | Attorneys for Plaintiff Cisco Systems, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

20 CISCO SYSTEMS, INC.,) CASE NO. 5:14-cv-05344- BLF
21 Plaintiff,)
22 v.)
23 ARISTA NETWORKS, INC.,)
24 Defendant.)
25)
PLAINTIFF CISCO SYSTEMS
FIRST SUPPLEMENTAL INIT
DISCLOSURES

**PLAINTIFF CISCO SYSTEMS, INC.'S
FIRST SUPPLEMENTAL INITIAL
DISCLOSURES**

1 Pursuant to Federal Rule of Civil Procedure 26(a)(1) and 26(e), Plaintiff Cisco Systems,
 2 Inc. (“Cisco”) hereby makes the following supplemental initial disclosures. Cisco makes these
 3 disclosures based on information that is reasonably available to Cisco at this time and at this stage
 4 of the proceedings. Cisco makes these initial disclosures without waiving its right to object to the
 5 production of any particular document, electronically stored information, or tangible thing
 6 disclosed herein on the basis of any privilege, the work product immunity doctrine, relevancy,
 7 materiality, competency, undue burden, hearsay, or any other objection to its discoverability or to
 8 its use as evidence. Cisco does not waive any objections, defenses, or applicable privileges by
 9 providing these initial disclosures.

10 Cisco’s investigations of its claims and defenses is ongoing. Pursuant to the Federal Rules
 11 of Civil Procedure, including Rule 26(e), and the Local Rules of this Court, Cisco may supplement
 12 or amend any portion of this disclosure upon learning additional relevant information.

13 **I. Individuals Likely to Have Discoverable Information (Rule 26(a)(1)(A)(i))**

14 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i), Cisco identifies the following
 15 individuals likely to have discoverable information that Cisco may use to support its claims or
 16 defenses, unless solely for impeachment; identifies the subjects of that information; and provides,
 17 if known, the address and telephone number of each individual.

Name	Contact Information	Subject
Beecher Adams	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco’s Network Compliance Manager products
Anil Bansal	c/o counsel for Cisco	U.S. Patent No. 7,953,886, including conception, reduction to practice, and inventorship
Isabelle Bertin Bailly	c/o counsel for Arista	Arista’s awareness of, access to, and use of Cisco’s intellectual property
Christine Bakan	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco’s products

1	Name	Contact Information	Subject
2	Andy Bechtolsheim	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
3	Mark Berly	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's communications with customers and potential customers
4	Prakash Bettadapur	c/o counsel for Cisco	U.S. Patent No. 7,953,886, including conception, reduction to practice, and inventorship
5	Johan Bevemyr	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Tail-f
6	Dylan Cannon	c/o counsel for Cisco	Cisco's financial recordkeeping; Cisco's marketing and sales of its products; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
7	Ed Chapman	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
8	David Cheriton	Unknown	Arista's awareness of, access to, and use of Cisco's intellectual property
9	Lincoln Dale	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
10	Dell Inc.	c/o counsel for Dell: Roderick M. Thompson Farella Braun + Martel LLP 235 Montgomery Street, 17th Floor San Francisco, CA 94104 415-954-4400	Knowledge of Force10 and Dell's command line interfaces
11	Kenneth Duda	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property

Name	Contact Information	Subject
Mark Foss	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
Charles Giancarlo	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Cisco's litigation with Huawei Technologies
Douglas Gourlay	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
Sean Hafeez	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
John Hartingh	c/o counsel for Cisco	Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
Hewlett Packard	c/o counsel for Hewlett-Packard: Anupam Sharma Covington & Burling LLP 333 Twin Dolphin Drive Redwood Shores, CA 94065	Knowledge of Hewlett Packard's command line interfaces

Name	Contact Information	Subject
Dave Heyman	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
Jeffrey Hirschman	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
Hugh Holbrook	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
Martin Hull	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
Praveen Jain	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products, including its CLI
Soni Jiandani	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products, including its CLI; Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
Juniper Networks – Philip Kasten & Philip Shafer	c/o counsel for Juniper Networks: Josh Glucoft Irell & Manella LLP 1800 Avenue of the Stars, Suite 900 Los Angeles, CA 90067-4276	Knowledge of Juniper's command line interfaces

Name	Contact Information	Subject
Mansour Karam	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
Pradeep Kathail	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products, including IOS-XE and NCS
Ram Kavasseri	c/o Rod Thompson Farella Bruan + Martel LLP Russ Building 235 Montgomery Street 17th Floor San Francisco, CA 94104	Cisco's development of IOS and Cisco's CLI
Dan Lang	c/o counsel for Cisco	Cisco's licensing behavior; applications for copyrights
Pedro Leonardo	c/o counsel for Cisco	Operation and/or characteristics of third party product LiveAction
Anthony Li	1218 Thurston Avenue Los Altos, California 94024	Cisco's development of IOS and Cisco's CLI
Tong Liu	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
Kirk Lougheed	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
Dave Malik	c/o counsel for Cisco	Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
Ramana Mellacheruvu	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products, including its CLI

1	Name	Contact Information	Subject
2	Christophe Metivier	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
3	Carl Moberg	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Tail-f
4	Paul Mustoe	c/o counsel for Cisco	U.S. Patent No. 7,047,526, including conception, reduction to practice, and inventorship
5	Frank Palumbo	c/o counsel for Cisco	Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
6	Devadas Patil	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
7	Andre Pech	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers
8	Andrew Pletcher	c/o counsel for Cisco	Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers; injuries to Cisco from Arista's use of Cisco's intellectual property
9	Lorenz Redlefsen	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers

1	Name	Contact Information	Subject
2	Jeff Reed	c/o counsel for Cisco	Cisco's history, business and strategy; Development, structure, operation and/or characteristics of Cisco's products
3	Phillip Remaker	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
4	Hilton Romanski	c/o counsel for Cisco	Cisco's history, business, strategy and products
5	Abhay Roy	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
6	Collin Sacks	c/o counsel for Cisco	Cisco's financial recordkeeping
7	Anshul Sadana	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
8	Greg Satz	satz@iranger.com	Cisco's development of IOS and Cisco's CLI
9	Chris Schmidt	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
10	Drago Sijan	c/o counsel for Cisco	Cisco's marketing and sales of its products; Arista's marketing and sales of its products; communications with customers and potential customers; competition for high speed data center switching customers and potential customers
11	Terry Slattery	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
12	Mark Smith	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
13	David Sollender	c/o Andrew Levine Braunhagey & Borden LLP levine@braunhagey.com (415) 599-0207	Arista's awareness of, access to, and use of Cisco's intellectual property; Arista's marketing and sales of its products; Arista's communications with customers and potential customers

Name	Contact Information	Subject
Stanford University	Melissa Burke Office of the General Counsel Stanford University, Main Quadrangle Building 170, 3rd Floor Stanford CA, 94305 (650) 725-8648	The License Agreement between Cisco and Stanford University
Sukumar Subburayan	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products, including NX-OS
Adam Sweeney	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property
Jung Tjong	c/o counsel for Cisco	U.S. Patent No. 7,953,886, including conception, reduction to practice, and inventorship
Jayshree Ullal	c/o counsel for Arista	Arista's awareness of, access to, and use of Cisco's intellectual property and damages caused thereby
Sankara Sastry Varanasi	Unknown	U.S. Patent No. 7,953,886, including conception, reduction to practice, and inventorship
David Ward	c/o counsel for Cisco	Development, structure, operation and/or characteristics of Cisco's products
William Westfield	c/o counsel for Cisco	Cisco's development of IOS and Cisco's CLI
Jeffrey Wheeler	c/o counsel for Cisco	U.S. Patent No. 7,047,526, including conception, reduction to practice, and inventorship
Mallun Yen	c/o counsel for Cisco	The License Agreement between Cisco and Stanford University

Cisco also identifies all individuals identified in Defendant Arista Networks, Inc.'s ("Arista's") initial and subsequent disclosures as likely to have discoverable information to support Arista's claims or defenses.

1 **II. Documents in Cisco's Possession, Custody or Control that Cisco May Use to Support**
 2 **its Claims or Defenses (Rule 26(a)(A)(ii))**

3 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii), Cisco identifies the following
 4 documents, electronically stored information, and tangible things currently in its possession,
 5 custody, or control that it may use to support its claims or defenses, unless solely for
 6 impeachment. These documents that are available include at least the following:

- 7 • Documents reflecting Cisco's ownership of valid copyrights in the Cisco IOS
 8 Copyrighted Works (as defined in Cisco's Amended Complaint), including
 9 copyright registrations and applications for registration with the United States
 Copyright Office;
- 10 • Documents reflecting any market for the Cisco IOS Copyrighted Works, including
 but not limited to licensing policies and revenues associated therewith;
- 11 • Documents relating to Arista's copying of elements from the Cisco IOS
 12 Copyrighted Works, including but not limited to documents reflecting Arista's
 13 purpose in doing so;
- 14 • Documents reflecting the willfulness of Arista's infringement of the Cisco IOS
 Copyrighted Works;
- 15 • Documents reflecting damages and irreparable harm resulting from Arista's
 16 infringement of the Cisco IOS Copyrighted Works;
- 17 • The patents-in-suit, file histories, and documents cited by the United States Patent
 18 and Trademark Office during prosecution of the patents-in-suit;
- 19 • Documents reflecting the conception and reduction to practice of the inventions
 claimed in the patents-in-suit;
- 20 • Documents relating to Arista's infringement of the patents-in-suit;
- 21 • Documents relating to the validity and enforceability of the patents-in-suit; and
- 22 • Documents reflecting damages and irreparable harm resulting from Arista's
 23 infringement of the patents-in-suit.

24 **III. Computation of Any Category of Damages Claimed (Rule 26(a)(1)(A)(iii))**

25 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(iii), Cisco provides a computation
 26 of each category of damages claimed. In this action, Cisco seeks damages for Arista's
 27 infringement of Cisco's copyrights and the patents-in-suit, pre- and post- judgment interest, and
 28

1 preliminary and permanent injunctive relief, as well as Cisco's reasonable attorney's fees,
 2 expenses, and costs incurred in this action.

3 On its copyright claim, Cisco reserves its right to elect actual damages and profits, or
 4 statutory damages for Arista's infringement, together with interest and costs as fixed by the Court.
 5 Without the benefit of discovery, Cisco cannot presently calculate the amount of its actual
 6 damages or Arista's profits, which are complementary remedies. For its alternative copyright
 7 infringement remedy of statutory damages, Cisco will seek enhanced damages of \$150,000 per
 8 work-in-suit based on Arista's willful infringement of the Copyrights-in-Suit. Cisco also is
 9 seeking an injunction to halt ongoing infringement of the Copyrights-in-Suit. Cisco also is
 10 seeking an award of its reasonable attorneys' fees, expenses, and costs pursuant to 17 U.S.C.
 11 § 505.

12 On its patent claims, Cisco is seeking actual damages, including lost profits, and/or a
 13 reasonable royalty for Arista's infringement of the Patents-in-Suit, together with interest and costs
 14 as fixed by the Court. Without the benefit of discovery, Cisco cannot presently calculate the
 15 amount of its actual damages or a reasonable royalty. Cisco is seeking enhanced damages
 16 pursuant to 35 U.S.C. § 284 based on Arista's willful infringement of the Patents-in-Suit. Cisco
 17 also is seeking an injunction to halt ongoing infringement of the Patents-in-Suit. Cisco also is
 18 seeking an award of its reasonable attorneys' fees, expenses, and costs on the grounds that this
 19 case should be declared "exceptional" under 35 U.S.C. § 285.

20 Cisco cannot currently ascertain the amount of damages arising from Arista's conduct as
 21 some if not all of the conduct is ongoing, requires additional discovery, and may require expert
 22 testimony. In addition, Cisco cannot currently ascertain its reasonable attorneys' fees, expenses,
 23 and costs.

24 **IV. Applicable Insurance Agreement (Rule 26(a)(1)(A)(iv))**

25 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(iv), Cisco discloses that it is not
 26 aware of any insurance agreement under which an insurance business may be liable to satisfy all
 27 or part of a possible judgment in this action, or to indemnify or reimburse for payments made to
 28 satisfy the judgment.

1 Dated: May 3, 2015

Respectfully submitted,

2 /s/ Amy H. Candido
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Attorneys for Plaintiff Cisco Systems, Inc.

PROOF OF SERVICE

I further certify that, at the date entered below, I caused a true and correct copy of the foregoing to be served by transmission via electronic mail to the addresses below:

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New York, NY 10019

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 3, 2016, at San Francisco, California.

/s/ Catherine R. Lacey